

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

BIGFOOT 4x4, INC.,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,  
LIMITED LIABILITY COMPANIES,  
PARTNERSHIPS AND UNINCORPORATED  
ASSOCIATIONS IDENTIFIED ON  
SCHEDULE A HERETO,

Defendants.

Case No. 22-cv-4976

Judge Rebecca R. Pallmeyer

**PRELIMINARY INJUNCTION ORDER**

THIS CAUSE being before the Court on BIGFOOT 4x4, INC.’s Motion for a Preliminary Injunction, and this Court having considered the evidence before it hereby GRANTS Plaintiff’s Motion for Entry of a Preliminary Injunction in its entirety against the Defendants identified in Schedule A attached hereto (collectively, the “Defendants”).

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can purchase products bearing infringing and/or counterfeit versions of Plaintiff’s BIGFOOT Trademarks (the “BIGFOOT Products”).

THIS COURT FURTHER FINDS that injunctive relief previously granted in the Temporary Restraining Order (“TRO”) should remain in place through the pendency of this

litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of Plaintiff's previously granted Motion for a Temporary Restraining Order establishes that Plaintiff has a likelihood of success on the merits; that no remedy at law exists; and that Plaintiff will suffer irreparable harm if the injunction is not granted.

Specifically, Plaintiff has made a *prima facie* showing of trademark infringement because (1) the BIGFOOT Trademarks are distinctive marks and registered with the U.S. Patent and Trademark Office on the Principal Register as U.S. Trademark Registration Nos. 1,228,960 and 1,387,617 for the "BIG FOOT" word mark; Registration Nos. 1,433,779; 1,973,606; and 3,125,288 for the "BIGFOOT" word mark; and Registration No. 3,641,155 for the "BIGFOOT 4X4" word mark for the BIGFOOT marks, (2) Defendants are not licensed or authorized to use the BIGFOOT Trademarks, and (3) Defendants' use of the BIGFOOT Trademarks are causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with BIGFOOT 4x4, INC. Furthermore, Defendants continued and unauthorized use of the BIGFOOT Trademarks irreparably harms Plaintiff through diminished goodwill and brand confidence, damage to Plaintiff's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Plaintiff has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants' actions.

Accordingly, this Court ORDERS that:

1. Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under or in active concert with them be enjoined and restrained from:

- a. using Plaintiff's BIGFOOT Trademarks or any confusingly similar reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine BIGFOOT Product or is not authorized by Plaintiff to be sold in connection with Plaintiff's BIGFOOT Trademarks;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine BIGFOOT Product or other product produced by Plaintiff, that is not Plaintiff's or is not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under Plaintiff's BIGFOOT Trademarks;
- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. further infringing Plaintiff's BIGFOOT Trademarks and damaging Plaintiff's goodwill;
- e. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear Plaintiff's BIGFOOT Trademarks or any confusingly similar reproductions, counterfeit copies or colorable imitations thereof;

- f. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell Counterfeit BIGFOOT Products; and
  - g. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiff's BIGFOOT Trademarks or any confusingly similar reproductions, counterfeit copies, or colorable imitations thereof that is not a genuine BIGFOOT Product or is not authorized by Plaintiff to be sold in connection with Plaintiff's BIGFOOT Trademarks.
- 2. Each Defendant, within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiff a written report under oath providing: (a) their true name and physical address, (b) all websites and online marketplace accounts on any platform that it owns and/or operates (c) their financial accounts, including all AliExpress, Alipay, Amazon.com, Inc. ("Amazon"), DHgate, Walmart, Inc. ("Walmart"), Payoneer and ContextLogic, Inc. ("Wish") accounts, and (d) the steps taken by that Defendants to comply with paragraph 1, a through g, above.
- 3. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall, at Plaintiff's choosing:

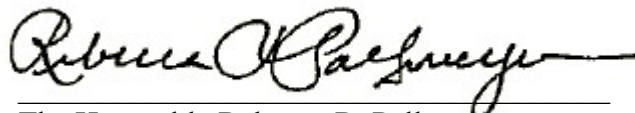
- a. unlock and change the registrar of record for the Defendant Domain Names to a registrar of Plaintiff's selection until further ordered by this Court, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of Plaintiff's selection until further ordered by this Court; or
  - b. disable the Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.
4. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as iOffer, AliExpress, Alipay, Amazon, DHgate, Walmart, Payoneer, Wish, social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defendant Domain Names, and domain name registrars, shall within three (3) business days of receipt of this Order:
  - a. disable and cease providing services for any accounts through which Defendants engage in the sale of counterfeit and infringing goods using the BIGFOOT Trademarks, including any accounts associated with the Defendants listed in Schedule A;
  - b. disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the BIGFOOT Trademarks; and
  - c. take all steps necessary to prevent links to the Defendant Domain Names identified in Schedule A from displaying in search results. This includes, but is not limited to, removing links to the Defendant Domain Names from any search index.

5. Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
6. AliExpress and Alipay shall, within five (5) business days of receipt of this Order, for any Defendant or any Defendants' Online Marketplace Accounts or websites:
  - a. Locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any AliExpress and Alipay accounts connected to the information listed in Schedule A hereto; and
  - b. Restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
7. Amazon shall, within five (5) business days of receipt of this Order, for any Defendant or any Defendants' Online Marketplace Accounts or websites:
  - a. Locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any Amazon accounts connected to the information listed in Schedule A hereto; and
  - b. Restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
8. DHgate shall, within five (5) business days of receipt of this Order, for any Defendant or any Defendants' Online Marketplace Accounts or websites:

- a. Locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any DHgate accounts connected to the information listed in Schedule A hereto; and
  - b. Restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
9. Wish shall, within five (5) business days of receipt of this Order, for any Defendant or any of Defendants' Online Marketplace Accounts or websites:
  - a. Locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any Wish accounts connected to the information listed in Schedule A hereto; and
  - b. Restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
10. Walmart shall, within five (5) business days of receipt of this Order, for any Defendant or any of Defendants' Online Marketplace Accounts or websites:
  - a. Locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any Walmart accounts connected to the information listed in Schedule A hereto; and
  - b. Restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
11. Payoneer shall, within five (5) business days of receipt of this Order, for any Defendant or any of Defendants' Online Marketplace Accounts or websites:

- a. Locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any Payoneer accounts connected to the information listed in Schedule A hereto; and
  - b. Restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
12. Plaintiff may provide notice of these proceedings to Defendants, including notice of any future hearings and service of process pursuant to Fed.R.Civ.P. 4(f)(3), by electronically publishing a link to the Complaint, this Order and other relevant documents on a website to which the Defendant Domain Names are transferred to Plaintiff's control will redirect, or by sending an e-mail to the e-mail addresses identified in Schedule A hereto; and any e-mail addresses provided for Defendants by third parties accompanied by a link to the website where the above-identified documents are located. The combination of providing notice via electronic publication or e-mail, along with any notice that Defendants receive from domain name registrars and payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.
13. Plaintiff's Schedule A to the Complaint and the TRO is unsealed.
14. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to Plaintiff or on shorter notice as set by this Court.

Dated: October 24, 2022



The Honorable Rebecca R. Pallmeyer  
U.S. District Judge



**SCHEDULE A**

<b>No.</b>	<b>Defendant Name / Alias</b>
1	Larry Ericson
2	Susan Jankowski
3	wangshuang794684
4	wangxiuzhen7890
5	yangcangning112022
6	Yyaydnx
7	1219upupday Store
8	A beautiful world emarket6699
9	ABSC Bags Store
10	Aijiale Life Store Store
11	All For Baby Mother Dropshipping Store
12	Beautiful Marie Store
13	C-Life Store
14	Elec appliance Store
15	FIVE A Store
16	FUTUREMORE Official Store
17	Guardian Baby Store
18	Hass Toy Store
19	Homehold Electrical appliances Store
20	Humble Tool Store
21	intelligent world Store
22	Just for you-baby66888
23	Kawaii Store
24	K-Outdoor Life Store
25	Little ii Store
26	Magician's toy Store
27	Mu Guang Store
28	Mummy&Baby Store
29	Olago Toy Store
30	Opening door Store
31	Pink Marie Store
32	ROVIE Store
33	Shop4921063 Store
34	Shop5886118 Store
35	Shop910569245 Store
36	Simplify Your Life Store
37	Sio's Store
38	Syuan Store

39	YTYIN Official Store
40	YXM Store
41	Beauty Mall
42	Electronicstore
43	Free Choice
44	Haoyundangkong
45	Light UR Life
46	Techonline
47	Wanchen
48	Wonderful buy
49	World Deal
50	chenping Store me
51	lilianxi3572
52	Marvin Parkers
53	xiaxulan42671
54	All bubbles
55	BAWARIYONG
56	dengzhoushimingshunshangmaoyouxiangongsi
57	dengzhoushirongshangshangmaoyouxiangongsi
58	DTEWG
59	duanxiujun
60	Fangzouns
61	feifeihe
62	Firewoode
63	Forever KING
64	Gua&Ron
65	guiqiaobaihuo
66	HenMerry-US
67	Homlpope
68	hong liang bai huo dian
69	Hongwei shop
70	Hua Chengna
71	JIE TENG DA TRADING
72	Jiupper
73	JKSAUJ
74	JWDXD
75	Ke Zhijia
76	kuangyemaoyiff
77	LBDAMWT
78	longguidianzi
79	lufengling001

80	LUKYO
81	LvLiangShiLiShiQuBaiLiPingZongHeJingXiaoBu
82	lvliangshilishiqujinghengbaihuo
83	Menggan
84	MinYaul
85	MZISEEM-US
86	Oriatetoys
87	PINCUR
88	PUTEARDAT
89	RCAWD
90	richudongfangwoailin
91	S.WOW
92	SHUNCHENG
93	Sogaplee ★ ★ ★ ★ ★
94	SUAVERUS
95	THj Electronic Commerce Co., Ltd
96	TOYSFUNNY
97	Wugonta Store
98	wulishuyu
99	XiaoMinZhang
100	XIKAISHANGMAO
101	XINDUOSHANGMAO
102	Xing Tonghao
103	XIPINMEIBAIHUO
104	yiqiangdianzishangwu
105	ZGJXZP
106	zhengzhoushierqiqutianzhiyibaihuoshanghang
107	哈尔滨市阿城区财源户外用品商店
108	来日方长
109	Ali RC Store
110	AWESOME TOY Store
111	BX Mom-baby Store
112	CC-C New World Store
113	CEVENNESFE Global Store
114	CJY Toys for children Store
115	CONUSEA Official Store
116	Creative Toys Store
117	Dacheng Toys Store
118	DDC Model Store
119	DeRuiLaDy Top Store

120	Disney Cars 3 Store
121	Eachine Pro Store
122	FENG TAI Official Store
123	For Anyone Toy&Hobbies Store
124	FPV MultiCopter Base CO., LTD
125	Gamesmart Store
126	GoodOnePlus Store
127	Halolo Store
128	HY Children Fun Toy Store
129	Intelligent equipment Store
130	JOCESTYLE Global Direct Store
131	Jun Le Store
132	Leto Toys Drop Shipping Store Store
133	Let's hobby Store
134	LUO JUN Store
135	meirong 11 Store
136	Meow Meow Baby Store
137	Model Factory 888 Store
138	Mommy&Baby Shopping Store
139	NingRuiMing Hobby Store
140	Official Toy Store
141	PICKRC Store
142	pkui Store
143	QLX toy Store
144	QQ&CC Store
145	RC Model Hobby Store
146	RC Toys world Store
147	RC turning the world
148	RCtown Official Store
149	Shop1100371485 Store
150	Shop1102203047 Store
151	Sunflowers House Store
152	SURPASS HOBBY ROCKET-RC Store
153	Toy Room And Baby Store
154	Toy To Home Store
155	TOYGO Store
156	Wah Alada Store
157	WLtoys Franchised Store
158	YuanQiYuanQi Store
159	YuHong Toy Store
160	YuXinDa Technic Store

161	cong05 Store
162	fzcta5 Store
163	fzctj0 Store
164	guangdong2028 store
165	helay2021 Store
166	honglongele04 Store
167	hy0110 Store
168	jone1995 Store
169	kcuae2706wv store
170	lhaomingrui Store
171	logcct97tt Store
172	pyihai2021 Store
173	rula2021 Store
174	sellerwin Store
175	tengdaele Store
176	tlycity Store
177	toys_gifts68 Store
178	tumuz Store
179	3765Beautiful things
180	chengdulijingyaxiumaoyiyouxiangongsi
181	CYMMPU   shen zhen shi fu de kun dian zi shang wu you xian gong si
182	Ding
183	Fancy style
184	GearUP Store
185	Guangzhou Yimeihua Boutique Co., Ltd.
186	LesoGood Shop
187	Mtousyife
188	Novashion
189	Qingtian Diaocheng Trading Co., Ltd.
190	Shenzhen Dali Industry Co., Ltd.
191	Shenzhen Rongxiner Network Technology Co., Ltd.
192	shenzhenshihanengwenjuyouxiangongsi
193	shenzhenshishangpinyuandianzishangwuyouxiangongsi
194	ShenzhenshiWenzhiyuanKejiyouxiangongsi
195	shenzhenshixiangmiliwanjuyouxiangongsi
196	shenzhenshiyijiejiawanjuyouxiangongsi
197	shenzhenshiyufengliangwanjuyouxiangongsi
198	shenzhenshizhangeleishipinyouxiangongsi
199	Superior Central
200	tianjinshidongfangsugouwangluokejiyouxiangongsi
201	VerPetridure

202	zhengzhouzhenlvxingsheyouxiangongsi
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